

REQUEST FOR PROPOSAL

COUNTY OF SAN BERNARDINO
PURCHASING DEPARTMENT

Date: February 24, 2012

Proposal No. P-44

Page No. 1 of 20 Pages

Materials: **LIVE CATFISH**

To Be Delivered To: County of San Bernardino
Regional Parks – Various Locations

For further information, call: Michael Candelaria,
Deputy Purchasing Agent
(909) 387-2463

Submit each individual proposal in separate sealed envelope with
proposal number marked on outside to:
County Purchasing Agent
777 East Rialto Avenue
San Bernardino, CA 92415-0760
BEFORE: Wednesday, March 14, 2012, 2:00 PM

INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or printed in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. State brand, or make, on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the Vendor. If quoting on other than make, model or brand specified, the manufacturer's name and the catalog number must be given, or descriptive cut and information attached to the quotation.
3. Quote on each item separately. Prices should be stated in units specified.
4. Each quotation must be in separate sealed envelope with proposal number on outside, and must be received by County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760 not later than the hour and day specified hereon, at which time it will be publicly opened and read. For the purposes of this proposal, the time specified will be as defined by the official time clock located in the Purchasing Department. **Late or incomplete proposals will not be accepted.**
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the Vendor shall so state in the column provided, opposite each item.
6. Terms of less than 30 days for cash discount will be considered as net.
7. All quotations must be signed with the firm's name, by a responsible officer or employee. Obligations assumed by such signatures must be fulfilled.
8. Unless otherwise definitely specified, the prices quoted herein do not include California Sales Tax.
9. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
10. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or to waive any informality in a proposal.
11. Cost is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. At the County's discretion, considerations other than price may factor into a decision as to which products provide the best overall value to the County.
12. Samples of items, when required, must be furnished free of expense to the County; and if not destroyed by tests, will upon request be returned at Vendor's expense. Vendors shall pick up their items within five days after they have been notified that the testing has been completed. Items not picked up will be disposed of at the discretion of the Purchasing Agent.
13. In case of default by the Vendor, the County of San Bernardino may procure the product(s) from other sources and may deduct from unpaid balance due the Vendor, or may collect against the bond of surety, or mail bill for excess costs so paid, and the prices paid by the County of San Bernardino shall be considered the prevailing market prices paid at the time such purchase is made.
14. All freight charges must be itemized separately on all responses to this RFP. If shipping cost is included in the product unit cost, deduct the amount added for shipping and show it as a separate line item. Freight terms to be FOB destination.
15. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the Vendor.
16. The Vendor shall hold the County of San Bernardino, its officers, agents, servants and employees, harmless and defend same from liability of any nature or kind on account of use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this quotation.
17. **PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED.**
18. Neither party will be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God. (Force Majeure)
19. Quotations are subject to acceptance at any time within 60 days after opening of same, unless otherwise stipulated.
20. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.
21. **RETURN THIS SHEET WHETHER OR NOT YOU QUOTE A PRICE.** If you do not quote, state your reason; otherwise, your name may be removed from the mailing list.
22. Accounts paid for transportation of property to the County of San Bernardino are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as San Bernardino County; as such, papers may be accepted by the carrier as proof of the exempt character of the shipment.
23. To be considered, each Vendor must have an approved Vendor Application on file with the Purchasing Department. Vendors must have registered online through the County Website at <http://www.sbcounty.gov/purchasing/>.
24. The Vendor agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, San Bernardino County Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The articles covered by the quotation must conform to safety orders of OSHA, CALOSHA and/or NIOSHA, and OSH-POD.
25. Assignment of the contract by the Vendor to other suppliers/contractors must be approved by the Purchasing Agent.
26. Prevailing Wage Laws (if applicable)
By its execution of this Agreement, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Vendor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.
27. Conflict of Interest: Your signature hereon certifies that no County employee, whose position in the County service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this request for proposal.
28. Vendors making delivery or providing services on County premises shall carry liability insurance and Worker's Compensation coverage in accordance with the County's Standard Practice requirements.

The following must be filled in by the contractor in submitting his proposal:

Date _____

Delivery will be made in _____ days
from receipt of order unless otherwise noted.

Cash Discount Terms _____

Signed By _____

(rev. 11/8/2011 – Product)

Company _____

Address _____

City & State _____ Zip _____

Telephone No. (_____) _____

I. INTRODUCTION

A. PURPOSE

The County of San Bernardino (County) is seeking qualified Vendors to provide *Live Catfish* to various Regional Parks located within the County, furnished in quantities ordered, at times needed, by the successful Vendor(s).

B. PERIOD OF CONTRACT

The contract awarded shall be for the 2012 season, for deliveries beginning on May 2012 or as soon thereafter practicable and extend through September or October 2012. **Stocking will be on Thursdays, unless there is a holiday.**

II. INSTRUCTIONS TO VENDORS

A. GENERAL INFORMATION

Vendors shall conform to all instructions and conditions as specified in the Request for Proposal. Awards will be posted on the Purchasing Department website at www.sbcounty.gov/purchasing

B. PROPOSAL RETURN

Return a signed original of the proposal in a sealed envelope and clearly state on the outside of the envelope in the lower left-hand corner "PROPOSAL ENCLOSED P44" and return to:

County of San Bernardino
Purchasing Department
777 E. Rialto Avenue; RFP P44
San Bernardino, CA 92415-0760
Attn: Michael Candelaria, Deputy Purchasing Agent
Due on or before: Wednesday, March 14, 2012, 2:00 PM

C. DEADLINE

Vendors shall submit signature page (Cover Sheet), References (Attachment A), and Price Sheet (Attachment B). To be considered responsive, proposals are to include all items identified. **Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be accepted.**

D. PROPOSAL OPENING

All proposals will be opened at the time, date and place specified.

E. MINIMUM VENDOR REQUIREMENTS

All Vendors must:

1. Have at least three references of governmental agencies or private companies of similar size and scope to whom they have supplied like products/supplies within the last five years (see Attachment A).
2. Provide copies of current necessary licenses and/or permits.
3. Have no record of unsatisfactory performance as determined by the California Contractors State License Board and California Department of Consumer Affairs. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the contractor, shall be presumed to be unable to meet the requirement.
4. Have no outstanding or unresolved complaints/issues with San Bernardino County or other local agencies.

F. PROPOSAL PREPARATION INSTRUCTIONS

Bids must be typed OR written legibly in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. **California State Sales Tax should NOT be included in Vendor's proposal.**

G. PROPOSAL PREPARATION COST

Cost for preparing bid response and any other related material is the responsibility of the vendor and shall not be chargeable in any manner to the County.

H. USE OF PROPOSALS RECEIVED

All proposals received shall become the property of the County.

I. ACCEPTANCE OR REJECTION OF PROPOSALS

Proposals shall remain open, valid and subject to acceptance anytime within sixty (60) days after the proposal opening date and time, unless a longer period of time is mutually agreed to by the parties.

The County reserves the right to reject any and all proposals or any portions of a proposal or alternates received by reasons of this request or to waive any informality or immaterial irregularities in a proposal.

The County also reserves the right to negotiate separately with vendors as may be necessary to serve its best interests.

Incomplete proposals will not be accepted.

J. BEST VALUE EVALUATION PROCESS

Cost is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. At the County's discretion, considerations other than price may factor into a decision as to which products provide the best value to the County. Such considerations may include:

- Life cycle cost
- Probable life of the product
- Length and scope of warranty
- Maintenance or service availability
- Past performance
- Environmental considerations
- Trade-in terms
- Risk reduction
- Any other relevant factor listed in the solicitation

K. PRICE GUARANTEE

The County gives preference to firm prices. All price escalation provisions will be considered alternate offers. Offers specifying a maximum escalation percentage during the period of contract will be given preference over those offering an unspecified price escalation. The County requires bona fide proof of cost increases, including surcharges, fees, etc., on Contracts prior to any price escalation adjustment. A minimum of thirty (30) days advance notice is required to secure such adjustments. Vendor must obtain prior written approval from the Purchasing Agent before implementing any price increases. When offering escalating price contracts, quote applicable labor and materials separately as to percentage of total cost. No retroactive pricing adjustments will be considered. The County may enforce, adjust, or cancel escalating price contracts as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the vendor's profit will not be allowed. The County shall be given the benefit of all price decreases provided by vendor to similarly-sized customers.

Vendor represents that the prices charged the County do not exceed existing selling prices to other agencies for the same or substantially similar items or services for comparable quantities under similar terms and conditions. The County retains the right to rebid the contract if, in the opinion of the County, prices become too high.

L. COMPLETION OF QUOTE

When no manufacturer is specified, vendor must indicate brand of manufacturer being bid. When brand or manufacturer is specified, vendor may bid substitute items as equals, except those items marked "NO SUBSTITUTE". Vendor must be able to justify any substitute item by submitting samples when called for. The County reserves the exclusive right to accept or reject any item. If there is a discrepancy between brand or manufacturer number and item description, the description will be controlling. Changes in packaging will not be authorized unless so indicated when proposal is submitted. Bidder shall complete quote by filling in on each item quoted: brand name, product number and manufacturer. If bidding "As Specified", indicate so, with an "A/S". Indicate if there is a minimum quantity required with order. If unable to quote on an item, specify "No Bid".

M. CONSUMPTION

Regional Parks will require approximately **45,000 – 95,000 pounds of catfish this year**. Total is approximate as is the minimum amount estimated required for the period of contract in order not to over estimate. The total shown is not a guarantee of any quantity purchase, as a result of the proposal, as quantity may fluctuate depending on the number of vendors selected to meet the County's needs.

Unless otherwise qualified, your proposal will be understood to be entirely in accordance with:

- a. **Fish Size:** Fish contained in each delivered lot shall be graded 40% that average one pound each, 60% that average 1-1/2 to 2 pounds each. Exceptions to stated load size at delivery site must be noted with bid. Grading of fish shall be achieved by the box-grading method or other similar methods.
- b. **Inspection:** The park supervisor or designee shall oversee the loading, inspect the sizes of fish in each load to assure the fish furnished are as ordered, and see the removal of dead and dying fish is made from each load before the live fish are placed in the lake.
- c. **Transportation and Equipment:** The fish furnished shall be transported in tank truck equipped with standard pump and equipment for constantly aerating the fish and be cared for in transit in strict conformity with best practices of the trade.
- d. **Verification of Receipt of Fish:** The vendor shall furnish the park supervisor or his designee of designated park at time of delivery of each load, with a waybill in duplicate setting forth the net weight of the fish in the load.
- e. **Condition:** Fish furnished shall be of the catfish species and shall be healthy and vigorous. All dead, diseased, parasitized, and dying fish shall be removed from the load by the Contractor and the weight of such fish subtracted from the total weight of the load.

N. PURCHASE ORDER ADDRESS

If purchase orders are to be sent to an address other than that filled in by the vendor on the first page of this proposal, the vendor shall show on the following blank lines the address to which resultant orders from this proposal should be sent:

III. CONTRACT REQUIREMENTS

A. GENERAL

1. DELIVERY SERVICE

- a. Delivery shall be made to point as specified to each County address and department as ordered.
- b. Delivery shall be inside delivery to the specified inside point as directed by the receiving department.
- c. Vendor shall coordinate with each location to establish a regular delivery schedule.
- d. Delivery shall be made complete as ordered within the time quoted by vendor from receipt of order.
- e. One Delivery-One Invoice.
- f. Delivery will be made to the listed locations during the stated delivery hours (see Attachment C).
- g. Prompt delivery and efficient service are essential; failure to furnish such delivery and service will constitute a breach of this contract.
- h. All freight charges must be itemized separately on all responses to this RFP. If shipping cost is included in the product unit cost, deduct the amount added for shipping and show it as a separate line item. Freight terms to be FOB destination.

2. VENDOR'S GUARANTEE

- a. In quoting, the Vendor guarantees to make delivery of all items quoted, either from its stock, from warehouse stock, or via manufacturer's shipment. If unavailable from Vendor's stock or if Vendor is unable to secure from warehouse or manufacturer, it shall be the Vendor's responsibility to see that the item is obtained from any other source having the item in stock.
- b. In case of default by Vendor, the County may procure the item from other sources and will charge the vendor for excess costs so paid and the prices paid by the County shall be considered to be the prevailing market price at the time such purchase is made.
- c. Vendor's response to this RFP is to be on the basis that all items bid are guaranteed equal in quality and pattern to those specified and that any item purchased as equivalent and found not acceptable to using department may be returned for full credit.
- d. The Vendor guarantees that the goods supplied under this RFP and any purchase order resulting from award of same will meet all the express warranties and the implied warranties of merchantability and fitness for the intended purpose(s).

3. **INVOICES**

Invoices are payable monthly unless otherwise agreed upon by department. Invoices must reflect both purchase order number and applicable proposal number to initiate payment. Invoices are to be sent to the ordering department.

4. **IRAN CONTRACTING ACT OF 2010**

(Applicable for all RFP/Bids of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. **Proposer agrees that signing the Proposal shall constitute signature of this Certification.**

5. **TAXES**

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

6. **STOCK ADJUSTMENTS/RETURNS**

In quoting, the Seller agrees to give full credit on returned merchandise resulting from this proposal, with exception of custom orders. Vendor agrees to waive any re-stocking fees.

7. **CONFIDENTIAL INFORMATION**

It is the responsibility of bidders to identify information in their proposals, which they consider to be confidential under the California Public Records Act, such as method of manufacture, materials, etc. To the extent that the County agrees with such a designation, such information will be held in strict confidence. All other information shall be considered public.

8. **RETURNED MERCHANDISE**

In quoting, the Vendor agrees to give full credit on returned merchandise resulting from this proposal, with exception of custom orders.

9. **DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- a. Appeal must be in writing.
- b. Must be submitted within ten (10) calendar days of the date of the notification of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Director
County of San Bernardino
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

The County Purchasing Agent shall make a decision concerning the appeal, and notify the Vendor making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. **The decision of the County Purchasing Agent shall be deemed final.**

10. IMPROPER CONSIDERATION

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

11. CONFIDENTIALITY

During the term of the Contract, if Vendor will have access to and become acquainted with confidential information, Vendor and each of their officers, employees, and agents, will maintain all confidential information, except as authorized in writing by County, or except as specifically provided herein, or except to the extent that: it was generally known when received; it is or hereafter becomes lawfully obtainable from other sources; it is necessary to disclose it to regulatory authorities having jurisdiction over either party or their subsidiaries or affiliated companies, or as may otherwise be required by law; or to that extent such duty as to confidentiality is waived. Vendor will take all steps necessary to safeguard the confidential information against unauthorized disclosure or use, and to satisfy their obligations under this contract. Failure of Vendor to exercise and safeguard confidential information may result in criminal prosecution. If deemed necessary, any background checks will be at Vendor's expense. County will invoice the Vendor for costs paid by the County for reimbursement.

12. INACCURACIES OR MISREPRESENTATIONS

If, in the course of the RFP process or in the administration of a resulting contract, the County determines that Vendor has made a material misstatement or misrepresentation, or that materially inaccurate information has been provided to the County, Vendor may be terminated from the RFP process, or in the event a contract has been awarded, the contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

13. TERMINATION FOR CONVENIENCE

The County for its convenience may terminate this contract in whole or in part upon thirty (30) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this contract shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

14. PARTICIPATION

The County desires that Public Agencies, Municipalities, School Districts, and other Tax Exempt Districts within the:

(select all that apply)

- ☐ County of San Bernardino
- ☐ State of California
- ☐ None

requiring live catfish may at their option and through the County Purchasing Agent, avail themselves of the agreement resulting from this proposal. Upon notice, in writing, the Vendor agrees to the extension of the terms of a resultant agreement with such Governmental bodies as though they have been expressly identified in this agreement, with the provision that:

- a. Such Governmental body does not have and will not have in force any other contract for like purchases.
- b. Such Governmental body does not have under consideration for award any other bids or quotations for like purchases.
- c. Such Governmental body shall make purchases and payment directly through the Vendor. The County will not be liable for any such purchase made between the Vendor and another Governmental body who avail them of this agreement.

The Contractor shall be required to maintain a list of all Public Agencies, Municipalities, School Districts, and other Tax Exempt Districts using this Contract. The list shall report dollar volumes spent annually and shall be provided to the County on January 1st of each year during the term of the contract.

15. VOLUME PURCHASE DISCOUNTS

The County may, from time to time, have the need for a large individual spot purchase, warranting special pricing. Separate quotes with Vendors shall be permitted in these cases.

16. NONEXCLUSIVE CONTRACT

This is not an exclusive Request for Proposal. The County reserves the right to enter into a contract with other Vendors for the same or similar services. The County does not guarantee or represent that the Vendors will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this contract.

17. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. Coverage shall also apply to automobile liability.

18. RIGHT TO MONITOR AND AUDIT

The County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this contract. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring and evaluation of this contract and comply with any and all reporting requirements established by the County.

In the event the County determines that Vendor's performance of its duties or other terms of this contract are deficient in any manner, County will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this contract immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Vendor under this contract or otherwise.

Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the contract or until all pending County, State and Federal audits are completed, whichever is later.

19. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm's offices or locations.

20. ADMONITION TO VENDORS

Once this RFP has been issued, Vendors are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFP should be directed to the Deputy Purchasing Agent indicated on the Cover Page.

21. CONTINGENCIES

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals or portions of proposals, if the County determines it is in the best interest of the County to do so.

22. MODIFICATIONS

The County reserves the right to issue addenda or amendments to this RFP. Minor modifications may be made at the discretion of the Director of Purchasing. Any addenda or amendments will be posted on the Purchasing Department website. No other notice will be given.

23. REPRESENTATION OF THE COUNTY

In the performance of the contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

24. VENDOR PRIMARY CONTACT

The Vendor will designate an individual to serve as the primary point of contact for the contract. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary contact without written acknowledgement to the County.

25. CHANGE OF ADDRESS

Vendor shall notify the County in writing, and update their Vendor profile at www.sbcounty.gov/purchasing, of any change in mailing address within ten (10) business days of the change. ,

26. SUBCONTRACTING

Vendor agrees not to enter into any subcontracting contracts for work contemplated under the contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor's contract.

27. LEGALITY AND SEVERABILITY

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

28. CONTRACT ASSIGNABILITY

Without the prior written consent of the County, the contract is not assignable by Vendor either in whole or in part.

29. CONTRACT AMENDMENTS

Vendor agrees any alterations, variations, modifications, or waivers of the provisions of the contract, shall be valid only when reduced to writing, executed and attached to the original contract and approved by the required persons.

30. ATTORNEY FEES AND COSTS

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section C Terms and Conditions, Indemnification and Insurance Requirements.

31. VENUE

The venue of any action or claim brought by any party to the Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning

this contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

32. LICENSES AND PERMITS

Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses and permits in effect for the duration of this contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this contract.

33. NOTICE OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

34. NOTIFICATION REGARDING PERFORMANCE

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

35. CONFLICT OF INTEREST

Vendor shall make all reasonable efforts to ensure that no county officer or employee, whose position in the county enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Vendor or officer or employee of the Vendor.

36. LABOR LAWS

Vendor shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. If applicable, the Vendor shall forfeit to the County the penalties prescribed in the Labor Code for violations.

37. LOCAL PREFERENCE

The County of San Bernardino has adopted a preference for Vendors whose principle place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

- a. Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFB/Quote for any contract, agreement, or purchase order to which it responds;
- b. Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- c. Has a minimum of twenty-five percent (25%) of the Vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the County of San Bernardino location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local Vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local Vendor for the contract award.

My company meets the criteria for the five percent cost preference as a local Vendor for the County of San Bernardino, as described above: YES _____ NO _____

38. ELECTRONIC FUND TRANSFER PROGRAM

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Vendor's designated checking or other bank account. Vendor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

39. PROCUREMENT CARD PROGRAM

The County participates in the State of California Procurement Card Program known as CAL-Card (VISA credit card). Whenever possible, the County prefers to place orders and make payments utilizing procurement cards. Please indicate if your company accepts VISA. YES _____ NO _____

If your company does not accept procurement cards and you are interested in accepting VISA, contact your local bank or financial institution for assistance.

40. OWNERSHIP OF DOCUMENTS

All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to contract shall be considered property of the County upon payment for services. All such items shall be delivered to County at the completion of work under this contract, subject to the requirements of Termination for Convenience.

41. COPYRIGHT

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this contract shall acknowledge the County of San Bernardino as the funding agency and Vendor as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Vendor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with the County prior to publication.

42. RELEASE OF INFORMATION

No news releases, advertisements, public announcements or photographs arising out of this contract or Vendor's relationship with County may be made or used without prior written approval of the County.

43. ENVIRONMENTAL REQUIREMENTS

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize Vendors that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Vendor must be able to annually report the County's environmentally preferable purchases using Exhibit I. Service providers are also asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

44. ARTWORK, PROOFS AND/OR NEGATIVES

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) days, upon written notification to the Vendor. In the event of a failure to return the documents, the county is entitled to pursue any available legal remedies. In addition, the Vendor will be barred from all future solicitations, for a period of at least six (6) months.

45. EMPLOYMENT OF FORMER COUNTY OFFICIALS

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information

provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

46. DRUG-FREE WORKPLACE

The Vendor certifies that he will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a);
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation and employee assistance programs.
 - iv. Penalties that may be imposed upon any employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting contract:
 - i. Will receive a copy of the company's drug-free policy statement; and,
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment.

47. DAMAGE TO COUNTY PROPERTY, FACILITIES, BUILDINGS OR GROUNDS

The Vendor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Vendor or employees or agents of the Vendor. Such repairs shall be made immediately after Vendor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Vendor fails to make timely repairs, the County may make any necessary repairs. The Vendor, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Vendor from the County.

48. AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate

in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

IV. EVALUATION AND AWARD

A. General

Proposals will be subject to a review process developed by the County, which includes:

1. Mandatory submittal requirements and minimum qualifications
2. Analysis of functionality and service requirements
3. Cost evaluation
4. Reference checks

B. Evaluation Criteria

1. **Initial Review** - All proposals will be initially evaluated as follows to determine if they are eligible to be considered and evaluated:
 - a. The proposal must be complete, in the required format, and comply with all RFP requirements.
 - b. Proposers must meet the Minimum Vendor Requirements as outlined in Section II. E. Failure to meet all of these requirements will result in a non-responsive proposal that will be rejected with no further evaluation or consideration. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the proposal. In such cases the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.
2. **Technical Review** - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Credentials, qualifications, reputation or past performance
 - b. Ability to provide product(s) in a timely manner

- c. Functional specifications or system components
 - d. Quality and contamination control
 - e. Field delivery or priority service considerations
 - f. Reliability and/or fiscal strength
 - g. Environmental considerations
3. **Cost Evaluation** - Cost effectiveness may include factors such as trade-in terms, buyback options, financing (including factory-direct financing), and life cycle cost.
 4. **Reference Checks** - References are obtained or verified at the discretion of the County, and at any stage in the evaluation process.

C. Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

ATTACHMENT A – REFERENCES

List three (3) government agencies or private sector companies of equal size and scope to whom you have supplied like product within the last five (5) years.

Agency Name: _____

Address: _____

Contact Person: _____

Telephone No.: (____) _____ Fax: (____) _____

Number of years your company has provided this product to this customer: _____

Agency Name: _____

Address: _____

Contact Person: _____

Telephone No.: (____) _____ Fax: (____) _____

Number of years your company has provided this product to this customer: _____

Agency Name: _____

Address: _____

Contact Person: _____

Telephone No.: (____) _____ Fax: (____) _____

Number of years your company has provided this product to this customer: _____

Submission of this document constitutes permission to the County to check, verify, and have certified all of the information contained herein.

ATTACHMENT B – PRICE SHEET

SPECIFICATIONS: Unless otherwise qualified, your proposal will be understood to be entirely in accordance with:

- a. **Fish Size:** Fish contained in each delivered lot shall be graded 40% that average one pound each, 60% that average 1-1/2 to 2 pounds each. Exceptions to stated load size at delivery site must be noted with bid. Grading of fish shall be achieved by the box-grading method or other similar methods.
- b. **Inspection:** The park supervisor or designee shall oversee the loading, inspect the sizes of fish in each load to assure the fish furnished are as ordered, and see the removal of dead and dying fish is made from each load before the live fish are placed in the lake.
- c. **Transportation and Equipment:** The fish furnished shall be transported in tank truck equipped with standard pump and equipment for constantly aerating the fish and be cared for in transit in strict conformity with best practices of the trade.
- d. **Verification of Receipt of Fish:** The vendor shall furnish the park supervisor or his designee of designated park at time of delivery of each load, with a waybill in duplicate setting forth the net weight of the fish in the load.
- e. **Condition:** Fish furnished shall be of the catfish species and shall be healthy and vigorous. All dead, diseased, parasitized, and dying fish shall be removed from the load by the Contractor and the weight of such fish subtracted from the total weight of the load.

Vendor is able to deliver to all locations:
Vendor is able to follow delivery schedule:

Yes ☐ No ☐
Yes ☐ No ☐

Type of Catfish	Cost per lbs	Date available
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

- Vendors must be able to stock all locations. All deliveries shall be on Thursday, unless a holiday falls on a Thursday- the delivery schedule will be adjusted accordingly. Derby stocking will be on Friday.

Quantity Discounts in Percentage

Annual Quantities of _____ to _____ for a discount of _____ %

Annual Quantities of _____ to _____ for a discount of _____ %

Annual Quantities of _____ to _____ for a discount of _____ %

ATTACHMENT C

DELIVERY LOCATIONS

- Cucamonga-Guasti Regional Park
800 North Archibald Avenue
Ontario, CA 91764
- Glen Helen Regional Park
2555 Glen Helen Parkway
San Bernardino, CA 92407
- Mojave Narrows Regional Park
18000 Yates Road
Victorville, CA 92392
- Prado Regional Park
16700 South Euclid Ave.
Chino, CA 91708
- Yucaipa Regional Park
33900 Oak Glen Road
Yucaipa, CA 92399

[illegible]

EXAMPLES OF GREEN ATTRIBUTES	EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION
Biobased	Certified Approved Product (AP) Non-Toxic
Biodegradable	Ecologo Certified
Carcinogen-free	Energy Star
Chlorofluorocarbon (CFC)-free	Electronic Product Environmental Assessment Tool (EPEAT) program
Compostable	Forest Stewardship Council Certified
Energy efficiency	Green Seal Certified
Lead-free	Greenguard Certified
Less hazardous	Scientific Certification Systems (SCS)
Low toxicity	
Mercury-free	
Persistent bioaccumulative toxin (PBT)-free	
Rapidly renewable	
Rechargeable	
Recyclable	
Recycled content	
Reduced greenhouse gas emissions	
Reduced packaging	
Refill/refillable	
Remanufactured/refurbished	
Renewable materials	
Responsible forestry	
Upgradeable	
Water efficiency	